

GOLIGHTLY & VANNAH, PLLC  
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*Attorneys for Plaintiff*

7 **UNITED STATES DISTRICT COURT**  
8 **DISTRICT OF NEVADA**

9 JOANN GRANT, an individual,  
10 Plaintiff,

CASE NO.: 3:15-CV-0177-HDM-VPC

11 vs.

**STIPULATED PROTECTIVE ORDER**

12 JAMES JERMAINE CUMMINGS, an individual;  
13 VITEK INC., a foreign corporation; DOES I  
14 through X, inclusive, and ROE  
CORPORATIONS I through X, inclusive,  
15 Defendants.

16 In order to protect the confidentiality of confidential information obtained by the parties in  
17 connection with this case, the parties hereby agree as follows:

18 1. Any party or non-party may designate as "confidential" (by stamping the relevant page or  
19 other otherwise set forth herein) any document or response to discovery which that party or non-  
20 party considers in good faith to contain information involving personal information, trade secrets, or  
21 confidential business or financial information, subject to protection under the Federal Rules of Civil  
22 Procedure or Nevada law ("Confidential Information"). Where a document or response consists of  
more than one page, the first page and each page on which confidential information appears shall be  
so designated.

23 2. A party or non-party may designate information disclosed during a deposition or in response  
24 to written discovery as "confidential" by so indicating in said response or on the record at the  
deposition and requesting the preparation of a separate transcript of such material. Additionally a  
25 party or non-party may designate in writing, within twenty (20) days after receipt of said responses  
or of the deposition transcript for which the designation is proposed, that specific pages of the  
26 transcript and/or specific responses be treated as "confidential" information. Any other party may  
object to such proposal, in writing or on the record. Upon such objection, the parties shall follow the  
27 procedures described in paragraph 8 below. After any designation made according to the procedure  
set forth in this paragraph, the designated documents or information shall be treated according to the  
28 designation until the matter is resolved according to the procedures described in paragraph 8 below,  
and counsel for all parties shall be responsible for making all previously unmarked copies of the

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1 designated material in their possession or control with the specified designation.

2 3. All information produced or exchanged in the course of this case (other than information that  
3 is publicly available) shall be used by the party or parties to whom the information is produced  
4 solely for the purpose of this case.

4 4. Except with the prior written consent of other parties, or upon prior order of this Court obtained  
5 upon notice to opposing counsel, Confidential Information shall not be disclosed to any person other  
6 than:

6 (a) counsel for the respective parties to this litigation, including in-house counsel and co-counsel  
7 retained for this litigation;

7 (b) employees of such counsel;

8 (c) individual defendants, class representatives, any officer or employee of a party or insurance  
9 representatives, to the extent deemed necessary by Counsel for the prosecution or defense of this  
10 litigation;

11 (d) consultants or expert witnesses retained for the prosecution or defense of this litigation,  
12 provided that each such person shall execute a copy of the Certification annexed to this Order as  
13 Exhibit "A" (which shall be retained by counsel to the party so disclosing the Confidential  
14 Information and made available for inspection by opposing counsel during the pendency or after the  
15 termination of the action only upon good cause shown and upon order of the Court) before being  
16 shown or given any Confidential Information;

15 (e) any authors or recipients of the Confidential Information; (f) the Court, Court personnel, and  
16 court reporters; and

17 (g) witnesses (other than persons described in paragraph 4(e)). A witness shall sign the  
18 Certification before being shown a confidential document. Confidential Information may be  
19 disclosed to a witness who will not sign the Certification only in a deposition at which the  
20 party who designated the Confidential Information is represented or has been given notice  
21 that Confidential Information shall be designated "Confidential" pursuant to paragraph 2  
22 above. Witnesses shown Confidential Information shall not be allowed to retain copies.

21 5. Any persons receiving Confidential Information shall not reveal or discuss such information  
22 to or with any person who is not entitled to receive such information, except as set forth  
23 herein.

23 6. Unless otherwise permitted by statute, rule or prior court order, papers filed with the court  
24 under seal shall be accompanied by a contemporaneous motion for leave to file those  
25 documents under seal, and shall be filed consistent with the court's electronic filing  
26 procedures in accordance with Local Rule 10-5(b). Notwithstanding any agreement among the  
27 parties, the party seeking to file a paper under seal bears the burden of overcoming the  
28 presumption in favor of public access to papers filed in court. *Kamakana v. City and County of  
Honolulu*, 447 F.2d 1172 (9th Cir. 2006).

27 7. A party may designate as "Confidential" documents or discovery materials produced by a  
28 nonparty by providing written notice to all parties of the relevant document numbers or other  
identification within thirty (30) days after receiving such documents or discovery materials.

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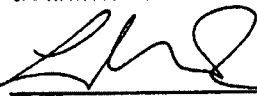
- 1 Any party or non-party may voluntarily disclose to others without restriction any information
- 2 designated by that party or nonparty as confidential, although a document may lose its
- 3 confidential status if it is made public.
- 4 8. If a party contends that any material is not entitled to confidential treatment, such party
- 5 may at any time give written notice to the party or non-party who designated the material. The
- 6 party or nonparty who designated the material shall have twenty-five (25) days from the
- 7 receipt of such written notice to apply to the Court for an order designating the material as
- 8 confidential. The party or non-party seeking the order has the burden of establishing that the
- 9 document is entitled to protection.
- 10 9. Notwithstanding any challenge to the designation of material as Confidential Information, all
- 11 documents shall be treated as such and shall be subject to the provisions hereof unless and until one
- 12 of the following occurs:
- 13 (a) the party or non-party claims that the material is Confidential Information withdraws such
- 14 designation in writing; or
- 15 (b) the party or non-party who claims that the material is Confidential Information fails to apply to
- 16 the Court for an order designating the material confidential within the time period specified above
- 17 after receipt of a written challenge to such designation; or
- 18 (c) the Court rules the material is not confidential.
- 19 10. All provisions of this Order restricting the communication or use of Confidential Information
- 20 shall continue to be binding after the conclusion of this action, unless otherwise agreed or ordered.
- 21 Upon conclusion of the litigation, a party in the possession of Confidential Information, other than
- 22 that which is contained in pleadings, correspondence, and deposition transcripts, shall either (a)
- 23 return such documents no later than thirty (90) days after conclusion of this action to counsel for the
- 24 party or nonparty who provided such information, or (b) destroy such documents within the time
- 25 period upon consent of the party who provided the information and certify in writing within thirty
- 26 (90) days that the documents have been destroyed.
- 27 11. The terms of this Order do not preclude, limit, restrict, or otherwise apply to the use of
- 28 documents at trial.
- 29 12. Nothing herein shall be deemed to waive any applicable privilege or work product protection, or
- 30 to affect the ability of a party to seek relief for an inadvertent disclosure of material protected by
- 31 privilege or work product protection.
- 32 ///
- 33 ///
- 34 ///

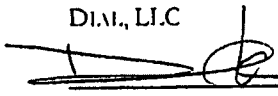
1 13. Any witness or other person, firm or entity from which discovery is sought may be informed of  
2 and may obtain the protection of this Order by written advice to the parties' respective counsel or by  
3 oral advice at the time of any deposition or similar proceeding.

4 DATED this 29 day of May 2015.

5 GOLIGHTLY & VANNAH, PLLC

6 WEINBERG, WHEELER, HUDGINS, GUNN &  
7 DIAI., L.L.C.

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19 Attorneys for Defendants

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IT IS SO ORDERED  
  
U.S. MAGISTRATE JUDGE

DATED: June 1, 2015  


1 **CERTIFICATION**

2 I hereby certify my understanding that Confidential Information is being provided to me pursuant  
3 to the terms and restrictions of the Protective Order dated May 29, 2015 in  
4 Grant v. Vitek Inc., et al., Civil No. 3:15-CV-0177-HDM-VPC I have been given a copy of that  
5 Order and read it. I agree to be bound by the Order. I will not reveal the Confidential Information to  
6 anyone, except as allowed by the Order. I will maintain all such Confidential Information –  
7 including copies, notes, or other transcriptions made therefrom – in a secure manner to prevent  
8 unauthorized access to it. No later than thirty (90) days after the dismissal or entry of final judgment  
9 of this action, including any appeals, I will return the Confidential Information — including copies,  
10 notes or other transcriptions made therefrom – to the counsel who provided me with the Confidential  
11 Information. I hereby consent to the jurisdiction of the United States District Court for the purpose  
12 of enforcing the Protective Order.

13 DATED: \_\_\_\_\_  
14 \_\_\_\_\_

15 **EXHIBIT "A"**

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